

## **REMARKS**

Claims 1-15 are pending in the instant application. Claims 1-15 have been rejected by the Examiner. New claims 16-20 have been added. The Applicants submit that claims 1-20 are in condition for allowance and respectfully request reconsideration and withdrawal of the outstanding rejections. No new matter has been entered. Support for the new claims may be found throughout the Applicants' specification and drawings. For example, support for claims 16 and 18 may be found on page 6, lines 24-27. Support for new claims 17 and 19 may be found on page 7, line 14 through page 8, line 4. Support for new claim 20 may be found on page 6, lines 24-27 and on page 7, line 14 through page 8, line 4.

### **Claim Rejections Under 35 USC §102**

Claims 1, 3-7, and 9-12 have been rejected under 35 U.S.C. 102(b) as being allegedly anticipated by U.S. Patent No. 6,289,340 to Puram et al. (hereinafter "Puram"). Claims 13-15 have been rejected under 35 U.S.C. 102(b) as being allegedly anticipated by Puram or U.S. Patent Publication 2004/0059583 to O'Neill.

The Applicants respectfully traverse the outstanding rejections under 35 U.S.C. 102(b). Applicants' independent claims 1, 7 and 13 recite, *inter alia*, a data repository that stores "predefined skill types, predefined skill levels, supplier locations, and ***pre-negotiated pay rates***." These features are not disclosed by Puram or O'Neill. The Examiner states that Puram teaches this feature, citing column 2, lines 44-58 and column 8, line 61 through column 9, line 10. The Applicants respectfully submit that the Examiner has misapplied the teachings of Puram. While Puram does disclose a database that stores "needs" data 5 and "skills" data 15 (column 2, lines 44-58), there is not a single reference to storing ***pay rates***. Column 8, line 61 through column 9, line 10 of Puram do not disclose storing "***pre-negotiated pay rates***" in a data repository. Rather, this portion of Puram teaches a market analysis provided to prospective employers to "aid their final selection of a candidate from the short list. The system ***tracks rates being charged candidates and/or paid by employers*** for the combination of skills sought" (column 8, lines 61-67; emphasis added by Applicants). These rates are not "pre-negotiated" but rather signify rates the candidates expect and/or the rates of pay the employer is willing to pay for a set of skills. In

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addition, the market analysis enables the employer to “compare the rates charged by each candidate to the market rates to identify the candidate that offers the best value” (column 9, line 7-10). This statement lends support to the Applicants position that the pay rates disclosed in Puram are ***not pre-negotiated***. Moreover, O’Neill is entirely devoid of teaching a data repository storing pre-negotiated pay rates. Thus, for at least this reason, the Applicants submit that claims 1, 7 and 13 are not anticipated by either Puram or O’Neill. Reconsideration and withdrawal of the outstanding rejections are respectfully requested.

Claims 3-6, 9-12, 14 and 15 depend from respective independent claims 1, 7, and 13, which should be considered allowable. For at least this reason, the Applicants submit that claims 3-6, 9-12, 14, and 15 are also in condition for allowance.

New claims 16 and 18 recite, *inter alia*, “wherein hiring entities represent distinct divisions of a business enterprise seeking the supplemental worker, each of the hiring entities distinguished by geographic location, organization structure, and commodity group.” These features are not found in either Puram or O’Neill, either alone or in combination. Puram and O’Neill are both devoid of ***distinguishing hiring entities by location, structure and commodity group***. For at least this reason, the Applicants believe that claims 16 and 18 are not anticipated by, nor rendered obvious in view of, Puram and O’Neill.

New claims 17 and 19 recite, *inter alia*, “wherein each of the commodity groups is managed by an associated commodity council entity, the commodity council entities performing:

negotiating and maintaining agreements with core workforce suppliers;

adding and changing core workforce suppliers;

creating and modifying rate tables; and

ensuring that associated hiring entities are in compliance with regard to procuring core workforce suppliers at the pre-negotiated pay rates.” These features are not found in either Puram or O’Neill. In particular, neither of the references, alone or in combination, teaches or renders obvious commodity councils managing commodity groups in furtherance of performing the supplemental workforce features recited in Applicants’ claimed invention. For at least these reasons, the Applicants submit that claims 17 and 19 are not anticipated by, nor rendered obvious in view of, either of the references. Claim 20 recites the features collectively found in claims

16/17 and 18/19. For at least the reasons advanced above with respect to claims 16-19, the Applicants submit that claim 20 is in condition for allowance.

**Claim Rejections Under 35 USC §103**

Claims 2 and 8 have been rejected under 35 U.S.C. 103(a) as being allegedly unpatentable over Puram in view of O'Neill. Claims 2 and 8 depend from what should be allowable base claims 1 and 7, respectively. For at least this reason, the Applicants submit that claims 2 and 8 are in condition for allowance. Reconsideration and withdrawal of the outstanding rejections is respectfully requested.

## CONCLUSION

It is believed that the foregoing amendments and remarks fully comply with the Office Action and that the claims herein should now be allowable to Applicants. Accordingly, reconsideration and allowance is requested. It is submitted that the foregoing amendments and remarks should render the case in condition for allowance.

Accordingly, as the cited references neither anticipate nor render obvious that which the Applicants deem to be the invention, it is respectfully requested that claims 1-20 be passed to issue.

If there are any additional charges with respect to this Amendment or otherwise, please charge them to Deposit Account No. 50-0510.

Respectfully submitted,

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